

EXHIBIT C

In The Matter Of:
Haas v.
Navient Solutions, LLC,

Patricia P. Peterson
January 12, 2018

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<p>CONFIDENTIAL - PETERSON</p> <p>Page 485</p> <p>1 not in bankruptcy?</p> <p>2 A. They are.</p> <p>3 Q. Okay. So the bankruptcy litigation</p> <p>4 unit is engaged any time there is</p> <p>5 collections litigation?</p> <p>6 A. To help with the documentation</p> <p>7 that's needed for the outside groups, yes.</p> <p>8 Q. Okay. Now, for litigation,</p> <p>9 collections litigation, is there always an</p> <p>10 in-house counsel assigned, or are there</p> <p>11 situations where the collections department</p> <p>12 works directly with an outside attorney,</p> <p>13 without any in-house counsel?</p> <p>14 A. I'm not familiar with all the</p> <p>15 places that in-house counsel is involved</p> <p>16 there.</p> <p>17 Q. Okay. You just don't know one way</p> <p>18 or the other?</p> <p>19 A. Right.</p> <p>20 Q. Okay. Do you have any sense of how</p> <p>21 many cases Navient has brought against</p> <p>22 people trying to collect career training</p> <p>23 loans?</p> <p>24 A. No.</p>	<p>CONFIDENTIAL - PETERSON</p> <p>Page 487</p> <p>1 to obtain judgment on consumer education</p> <p>2 loans?</p> <p>3 MR. FARRELL: We objected to</p> <p>4 that. I don't have our letters back and</p> <p>5 forth, but I think we came to some</p> <p>6 understanding on that one. Didn't we?</p> <p>7 MS. SIEG: Yeah, we did.</p> <p>8 MR. FARRELL: We weren't going</p> <p>9 to go pull all that information. We weren't</p> <p>10 going to get you exact numbers, I think.</p> <p>11 MS. SIEG: Right. It is not --</p> <p>12 the parties agreed that the scope of this</p> <p>13 topic is not a tally of complaints filed</p> <p>14 against individual borrowers but generally</p> <p>15 the company's process surrounding collection</p> <p>16 in litigation.</p> <p>17 BY MR. BURGE:</p> <p>18 Q. Okay. Navient certainly, we agreed</p> <p>19 not to gather that for this deposition, but</p> <p>20 Navient certainly could identify the number</p> <p>21 of times they have sued borrowers in state</p> <p>22 court to collect debts, correct?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. We will take a look at a</p>
<p>CONFIDENTIAL - PETERSON</p> <p>Page 486</p> <p>1 Q. Order of magnitude?</p> <p>2 A. No.</p> <p>3 Q. Would Navient have that information</p> <p>4 somewhere?</p> <p>5 A. I believe so.</p> <p>6 Q. Okay. Did you make any attempt to</p> <p>7 gather that for this deposition?</p> <p>8 A. Not that I'm aware of.</p> <p>9 MR. FARRELL: I'm sorry, Jason,</p> <p>10 was the question just collect or was it</p> <p>11 litigation? Because you had been talking</p> <p>12 about litigation. And are you now just</p> <p>13 talking generally about collections?</p> <p>14 MR. BURGE: Specifically about</p> <p>15 litigation, how many times Navient has</p> <p>16 litigated against.</p> <p>17 MR. FARRELL: With career</p> <p>18 training borrower.</p> <p>19 BY MR. BURGE:</p> <p>20 Q. Okay. You understood one of the</p> <p>21 topics we wanted to talk about is the total</p> <p>22 number of borrowers with Navient-serviced</p> <p>23 Consumer Education Loans whom you have sued</p> <p>24 in state court after receipt of discharge</p>	<p>CONFIDENTIAL - PETERSON</p> <p>Page 488</p> <p>1 couple of letters.</p> <p>2 (Peterson Deposition Exhibit 47</p> <p>3 was marked for identification.)</p> <p>4 Q. I show you a document marked</p> <p>5 Peterson 47. I ask you if you recognize</p> <p>6 this document.</p> <p>7 A. I may have seen it at one point.</p> <p>8 Q. Okay. So this is a form document</p> <p>9 sent to borrowers post bankruptcy, right?</p> <p>10 A. The form, can you expand on what</p> <p>11 you mean by a form document?</p> <p>12 Q. So I'm saying that this, something</p> <p>13 has gone horribly wrong if a borrower got a</p> <p>14 document that looked exactly like this,</p> <p>15 right? Because what is supposed to happen</p> <p>16 is that the information would be filled in</p> <p>17 for the specific borrower that this is sent</p> <p>18 to, and then this would be sent to a</p> <p>19 borrower, correct?</p> <p>20 A. This is a template.</p> <p>21 Q. Exactly, it is a template. That's</p> <p>22 what I meant by form.</p> <p>23 A. Okay. Okay.</p> <p>24 Q. Okay. So this is a template for a</p>

<p>CONFIDENTIAL - PETERSON</p> <p>Page 489</p> <p>1 letter that would be potentially sent to a 2 borrower post bankruptcy, right? 3 A. Yes. 4 Q. And if this letter is sent, it is 5 because there has been a determination that 6 the loans, the loans that will be listed 7 below were not discharged in bankruptcy, 8 and it is telling them they are responsible 9 for resuming repayment, correct? 10 A. Yes. 11 Q. And I don't know if this is -- I 12 know we looked at a document last time that 13 was the L180 letter. I think this is a 14 slightly different template. This is the 15 same concept of the L180 letter, correct? 16 A. You would have to show me the L180 17 letter. I don't recall exactly the 18 language that was on it. But if you say it 19 was a discharge letter, then yes. 20 Q. Okay. And this is meant to be sent 21 after you have made the determination, 22 according to the procedures, about whether 23 or not the loans are dischargeable, right? 24 A. Yes.</p>	<p>CONFIDENTIAL - PETERSON</p> <p>Page 491</p> <p>1 Q. Correct. Now, this would only be 2 sent if you went through your procedures 3 and conclude that the borrower was 4 discharged, correct? 5 A. That's the intent of the letter. 6 It is possible that we would send this 7 because the customer, the co-signer 8 questions again later, and so we may send 9 them another copy of this letter at a 10 different time. 11 Q. But if you concluded, if you 12 followed your procedures and concluded that 13 the borrower was not discharged, you 14 shouldn't send this letter, right? 15 A. Right. They would have gotten the 16 other letter. 17 Q. Okay. And internally in your 18 system, you are tracking, after you get 19 notice of a bankruptcy discharge, whether 20 you sent the borrower is still responsible 21 letter or the co-signer is responsible 22 letter, right? 23 A. Yes. 24 Q. So you would know for each account</p>
<p>CONFIDENTIAL - PETERSON</p> <p>Page 490</p> <p>1 Q. And I think I have, it is the exact 2 same document only missing the top of it so 3 I'll skip that one. 4 Now, I show you this, marked as 5 Exhibit 48. 6 (Peterson Deposition Exhibit 48 7 was marked for identification.) 8 Q. I ask you if you recognize this 9 document? 10 A. At some point in time I've seen it, 11 yes. 12 Q. This is another template, right? 13 A. Yes. 14 Q. And here it looks like the 15 determination has been made that there was 16 a discharge and the borrower is no longer 17 obligated to pay the debt, correct? 18 A. Yes, and the co-signer is. 19 Q. And so this letter is being sent to 20 the co-signer, stating that the borrower 21 has got a discharge, we have determined 22 that they have discharged the debt, and now 23 you are responsible? 24 A. Yes.</p>	<p>CONFIDENTIAL - PETERSON</p> <p>Page 492</p> <p>1 which of these two letters you sent? 2 A. Yes. 3 Q. Okay. I'm going to turn to a 4 different topic, specifically the Truth in 5 Lending Act. Do you have any understanding 6 of what the Truth in Lending Act is? 7 A. Vaguely. 8 Q. Okay. Can you give me just your 9 lay understanding of what it does, if you 10 have such an understanding? 11 MR. FARRELL: Is this within 12 one of your topics? 13 MR. BURGE: I believe so. And 14 it is certainly within the topics of the 15 documents you provided to us. I'm not going 16 to have a whole lot of questions about it. I 17 just want to point out a statement that's on 18 one of these. 19 MR. FARRELL: Okay. 20 MR. BURGE: This won't be a 21 long topic. 22 THE WITNESS: If I saw the 23 document, I could generally recall what it 24 says, yes.</p>